

CITY OF LINCOLN, NEBRASKA
REAL ESTATE SALES AGREEMENT

This Agreement, made and entered into by and between **NEIGHBORHOODS, INC., a Nebraska nonprofit corporation, d/b/a NeighborWorks® Lincoln**, hereinafter called "*Buyer*", whether one or more, and the **CITY OF LINCOLN, NEBRASKA, a municipal corporation**, hereinafter called "*Seller*".

WITNESSETH:

1. *Seller*, in consideration of **NINETY THOUSAND AND NO/100 DOLLARS, (\$90,000.00)**, to be paid upon the date of closing and completion of this sale, hereby agrees to sell and convey, and *Buyer* agrees to purchase the following described real estate, to-wit:

Lot 5, Block 4, Houtz and Baldwin's Subdivision, Lincoln, Lancaster County, Nebraska, more commonly known as 540 North 28th Street;

The East 90 feet of Lot 1 and all of Lot 2, Block 5, Houtz and Baldwin's Subdivision, Lincoln, Lancaster County, Nebraska,
more commonly known as 541 and 545 North 28th Street;

Lot 7, Block 8, Second East Park Addition, Lincoln, Lancaster County, Nebraska, more commonly known as 2800 Y Street;

Lot 3, Block 3, Gibbon's Addition, Lincoln, Lancaster County, Nebraska, more commonly known as 1531 North 28th Street.

2. *Seller and Buyer* shall split the cost of the title insurance policy. *Seller* agrees to furnish *Buyer* a written legal opinion showing defect, if any, in the title to said real estate no later than ten (10) days prior to the date of closing and completion of this sale, hereinafter provided.

3. *Seller* agrees to pay all taxes for all prior years and including 2012 and any special assessments or taxes assessed against the above-described property before this Agreement is executed by both parties.

4. Current taxes shall be paid as follows: 2013 Real Estate Taxes will be prorated to the date of closing using the 2012 tax rate and the 2012 assessed value.

5. *Seller* agrees to give *Buyer* possession of the said real estate on closing. *Buyer* shall not start construction on the property prior to closing. *Seller* further agrees not to alter or remove any portion of said real estate, except as otherwise provided below: _____

6. It is understood and agreed that this Agreement is conditioned upon *Seller* having a good, valid and merchantable title in fee simple to said real estate. *Seller* agrees to convey said real estate to *Buyer* by good and sufficient warranty deed, free and clear of all encumbrances, except as herein stated otherwise: _____

7. It is understood and agreed that there may also be additional easement requirements that will be retained by *Seller* or that *Buyer* may be required to execute and convey to *Seller* on the date of close.

8. It is understood and agreed that rents, if any, are to be adjusted on and as of the date of closing and completion of this sale. *Buyer* represents that no real estate commission is due or owing to any cooperating agents or builder for procurement of the Agreement.

9. It is understood and agreed that *Buyer* shall in no manner be bound by the terms and conditions of this Agreement until the sale has been properly executed as provided by the Charter of the City of Lincoln, Nebraska.

10. *Buyer* and *Seller* agree to close and complete this sale in accordance herewith on or before the 31st day of July, 2013.

IN WITNESS WHEREOF, *Buyer* and *Seller* have caused these presents to be executed as of the dates below indicated.

Executed by *Buyer* this 13 day of May, 20 13.

NEIGHBORHOODS, INC., a Nebraska nonprofit corporation

By: [Signature]
Title: Chief Executive Officer

Executed by *Seller* this _____ day of _____, 20____.

ATTEST:

CITY OF LINCOLN, NEBRASKA,
a municipal corporation

City Clerk

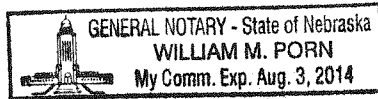
By: _____
Chris Beutler, Mayor of Lincoln

STATE OF NEBRASKA)
COUNTY OF LANCASTER) ss:

On May 13, 20 13, before me, the undersigned, a Notary Public duly commissioned for and qualified in said County, personally came Mike Renken, known to me to be the Chief Executive Officer of the Neighborhoods, Inc., a Nebraska nonprofit corporation, and identical person who signed the foregoing instrument and acknowledged the execution thereof to be his/her voluntary act and deed as such officer and the voluntary act and deed of said corporation and that its corporate seal was thereto affixed by its authority.

Witness my hand and notarial seal the day and year last above written.

(SEAL)



William M. Porn
Notary Public

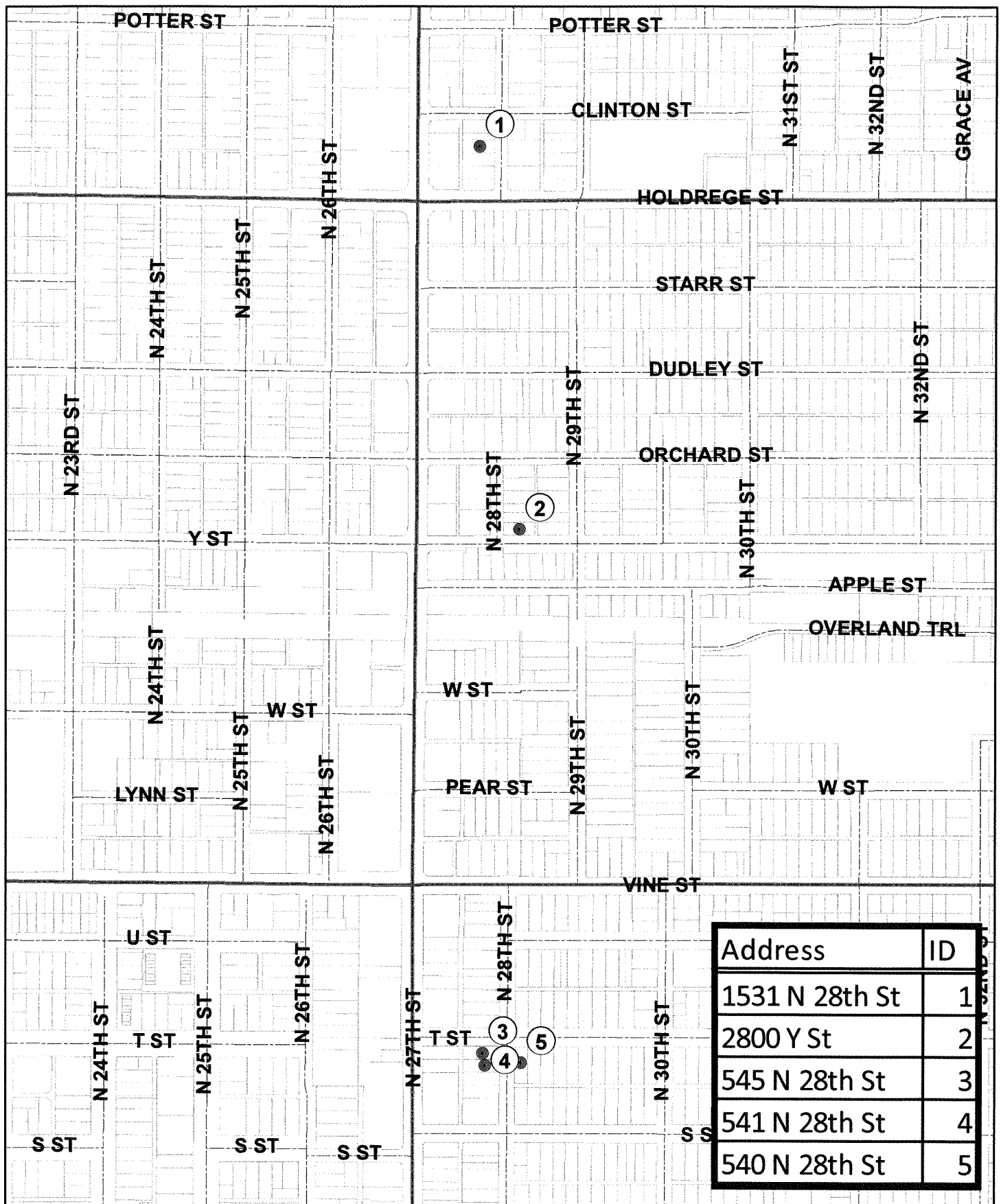
STATE OF NEBRASKA)
COUNTY OF LANCASTER) ss:

On _____, 20____, before me, the undersigned, a Notary Public duly commissioned for and qualified in said County, personally came Chris Beutler, known to me to be the Mayor of City of Lincoln, Nebraska, a municipal corporation, and identical person who signed the foregoing instrument and acknowledged the execution thereof to be her voluntary act and deed as such officer and the voluntary act and deed of said corporation and that its corporate seal was thereto affixed by its authority.

Witness my hand and notarial seal the day and year last above written.

(SEAL)

Notary Public



Area of Surplus Request

- Selected Parcels

